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as "a new departure," and "of extraordinary importance," in note in 22 *L. R. A.* 577. It appears not to have been considered in any other court.

NUISANCES—STORING POWDER—LIABILITY FOR EXPLOSION.—KLEEBAUER ET UX. v. WESTERN FUSE & EXPLOSIVES CO., 71 PAC. 617 (CAL.).—A manufacturing company kept in store, powder necessary for its business, and it was exploded by the willful act of another. *Held,* that the keeping of the powder was not necessarily a nuisance, so as to render the company liable in any case to third parties injured by the explosion.

The keeping of explosives near a city has been held a nuisance *per se. Cheatham v. Shearon,* 1 Swan 213; *Coal Co. v. Glass,* 34 Ill. App. 364. The contrary has been held in *People v. Sands,* 1 Johns. 78, and with regard to a sparsely settled spot in *Dumesnil v. Dupont,* 18 B. Mon. 800. Whether it is a nuisance *per se* has been held to be a question of fact. *Heeg v. Licht,* 80 N. Y. 579; *Lounsbury v. Foss,* 80 Hun 296. In Pennsylvania a magazine may be a nuisance in a place not thickly settled if it is so situated as to be liable to injure even a few persons. *Appeal of Wier,* 74 Pa. 230; and in South Carolina if an explosion might injure the plaintiff and him alone. *Emory v. Powder Co.,* 22 S. C. 476. In Alabama, to constitute a nuisance, a magazine, wherever situated, must be negligently maintained. *Kinney v. Koopman,* 116 Ala. 310.

PARTNERSHIP NAME—USE BY SURVIVING PARTNER—GOOD WILL.—SLATER V. SLATER, 80 N. Y. SUPP. 363.—*Held,* that no right to use the firm name, except for the purpose of advertising as its successor, passes to the purchaser of the good-will of a partnership dissolved by death; and that the right to continue the business in the firm name does not remain in the surviving partner.

When the firm name is used as a trade-mark simply or the purchaser continues the business as a successor, there is no conflict as to the purchaser's right; in each case the firm name is an asset. *Levy v. Walker,* 10 Ch. Div. 436; *Honie v. Chaney,* 143 Mass. 592; *Caswell v. Hazard,* 121 N. Y. 484; *Lindl., Partn.* 447. But the English courts seem inclined to consider the continued use of a firm name a part of the good will when there is no danger of loss to the original partners; *Levy v. Walker,* 10 Ch. Div. 436; *Webster v. Webster,* 3 Swanst. 490; *Robertson v. Quiddington,* 28 Beav. 536; *Lindl., Partn.* 446; and have even gone so far as to hold that the right to do business in the firm name passed to the surviving partner as a property right. *Lewis v. Langdon,* 7 Simons 421. The decisions on the question in this country are few; but see *Fenn v. Bolles,* 7 Abb. Pr. 202, where the right did not go to surviving partner; and *Blake v. Barnes,* 26 Abb. N. C. 208, and *Mason v. Dawson,* 15 Misc. (N. Y.) 595, where it did.

PERCOLATING WATERS—DIVERSION.—STILLWATER WATER CO. v. FARMER, 93 N. W. 907 (MINN.).—Defendant diverted percolating waters from plaintiff's spring, and conducted them to the city sewer. *Held,* that a landowner may be restrained from thus wantonly wasting percolating waters which would otherwise be appropriated by the adjoining owner for a useful purpose.

A landowner may appropriate all the percolating waters in his soil providing it is done for a useful purpose. But the absolute right to use

his own property is denied him, on the ground of the maxim, *sic utere tuo ut alienum non laedas*. But generally this maxim is held to be applicable only to such injuries as the law will redress. *Ellis v. Duncan*, 21 Barb. (N. Y.) 230. The question as to the effect of the motive prompting the diversion of underground waters has seldom been before the courts. Some authorities consider the motive an important, though not a controlling element. *Walker v. Cronin*, 107 Mass. 555; *Haldeman v. Bruckhart*, 45 Pa. St. 514. Contra, *Bradford v. Pickles*, L. R. (1895) A. C. 587; *Phelps v. Nowlen*, 72 N. Y. 39. The tendency of the decisions is to consider the reasonableness of the use to which one's property is put. 12 *Yale Law Journal* 253.

PUBLIC POLICY—CONTRACT TO PROCURE LEGISLATIVE INVESTIGATION.—VEAZEY V. ALLEN ET AL., 66 N. E. 103 (N. Y.).—A contracted with B to procure a congressional investigation into the affairs of the so-called Whiskey Trust for the purpose of depreciating the market value of its securities, upon B's agreement to divide with A any profits obtained by speculating in such securities. *Held*, void as against public policy.

Contracts for the use of personal influence to procure legislative action, where the one using such influence is himself pecuniarily interested in the result, are against public policy because of the tendency of such a person to further his own ends by means which are immoral, corrupt and destructive of the public welfare. *Mills v. Mills*, 40 N. Y. 546. Contracts for "lobby services" are void. *Trist v. Child*, 21 Wall. 441; *Chippewa Valley Ry. v. Chicago, etc., Ry.*, 75 Wis. 224. The fact that the proposed action is undoubtedly for the public benefit is immaterial. "The law looks to the general tendency of such agreements and closes the door to temptation by refusing them recognition. *Tool Co. v. Norris*, 2 Wall. 54. But the right to hire a proper party to draft a bill or claim and openly and fairly to explain it to the legislature, is unquestioned. *Chesebrough v. Conover*, 140 N. Y. 382.

PUBLICATION—LITERARY PROPERTY—COLLECTING INFORMATION—DISTRIBUTION.—F. W. DODGE CO. V. CONSTRUCTION INFORMATION CO., 66 N. E. 204 (MASS.).—Where a company is engaged in collecting information as to public improvements as soon as possible after they are contemplated, and in distributing such information in printed, written, or oral form to its customers to enable them to take steps to obtain contracts, *held*, that the company has a property right in such information; and that such distribution is not such a publication as dedicates the information to the public and deprives the company of its right of control.

It has been held that where one has been at trouble and expense to obtain and compile information for a special use, he has a property right therein. *Exchange Tel. Co. v. Central News Co.*, [1897] 2 Ch. 48. But to what extent and in what manner the compiler may distribute the information without losing his right of control, has not been definitely decided. It has been held, on the one hand, that a property right in stock quotations and in news items is not lost by their distribution by telegraph among a limited number of persons. *Chicago v. Christie Co.*, 116 Fed. 944; *Nat. Tel. News Co. v. Western Union Tel. Co.*, 119 Fed. 297. On the other hand, the distribution in book form among subscribers of information in regard to